## IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF NORTH CAROLINA CHARLOTTE DIVISION

CIVIL ACTION NO. 3:19-CV-00140-RJC-DSC

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**THIS MATTER** is before the Court on Defendants' "Motion to Strike Jury Demand" (document # 4) and the parties' briefs and exhibits.

This Motion was referred to the undersigned on August 14, 2019.

The Court has carefully reviewed the authorities, the record and the parties' arguments. On August 31, 2018, Plaintiff filed this action in the United States District Court for the District of New Jersey. It is undisputed that the parties executed an employment agreement containing both a Mecklenburg County forum selection clause and a jury waiver. Defendant moved to transfer venue and strike the jury demand.

On March 21, 2019, Senior District Judge Robert B. Kugler found that the forum selection clause was unambiguous and enforceable. <u>See</u> documents #9 and 10 (<u>granting</u> Defendant' Motion to Transfer Venue to the United States District Court for the Western District of North Carolina).

For those reasons and the other reasons set forth in Defendants' briefs, the Court concludes that the jury waiver is enforceable. Accordingly, the Motion to Strike is **GRANTED**. Plaintiff's jury demand is hereby **STRICKEN**.

The Clerk is directed to send copies of this Order to counsel for the parties, including but not limited to moving counsel, and to the Honorable Robert J. Conrad, Jr..

## SO ORDERED.

Signed: August 14, 2019

David S. Cayer

United States Magistrate Judge